

# Electronically Recorded

Official Public Records

Tarrant County Texas

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**D209142130**

4 Pages

*Argonne Henderson*

NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## AMENDMENT OF OIL AND GAS LEASE

STATE OF TEXAS }

COUNTY OF TARRANT }

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Land Rover, Ltd., as Lessor, did execute and deliver unto Vargas Energy, Ltd., as Lessee, an Oil and Gas Lease dated April 15, 2008 (the "Lease"), a Memorandum of which is recorded as Instrument Number D208173326 of the Official Public Records of Tarrant County, Texas covering 9.896 acres of land, more or less, being more particularly described in the above described Lease;

WHEREAS, by Assignment of Oil and Gas Leases dated June 19, 2008, recorded at Instrument Number D208310267, Vargas Energy, Ltd., assigned the Lease to XTO Energy Inc.;

WHEREAS, Lessor and Lessee desire to amend the Lease in accordance with this instrument.

NOW, THEREFORE, for and in good consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties do hereby amend the Lease, insofar and only insofar as to Tracts 1-4 described on the Exhibit A of the Lease, as follows:

In Article 4, page 6, Line 4, "260" is hereby deleted and replaced with "320"

Lessor hereby adopts, ratifies and confirms the Lease as to all of the terms and provisions therein, as hereby amended, and Lessor does hereby grant, lease, let and demise unto XTO Energy Inc., as Lessee, the lands covered by the Lease, in accordance with all of the terms and provisions of the Lease, as amended hereby.

This instrument shall be binding upon and inure to the benefit of Lessor and Lessee, their respective successors, personal representatives, and assigns.

Except as herein amended, the Lease is and remains unchanged and in full force and effect as originally written.

IN WITNESS WHEREOF, this instrument is executed this the 3 day of May, 2009, but shall be effective for all purposes as of the date of the Lease.

LESSOR:

Land Rover, Ltd.

By: Texas Rover Realty Inc., its general partner

*W.W. Snider*  
W.W. Snider, Vice President

D209142130

LESSEE:

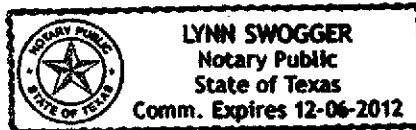
XTO Energy Inc.

Edwin S. Ryan, Jr. 

Edwin S. Ryan, Jr.  
Senior Vice President – Land Administration

STATE OF TEXAS        }  
                                     }  
COUNTY OF TARRANT    }

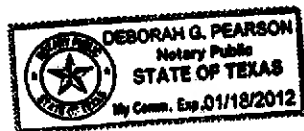
This instrument was acknowledged before me on this 5 day of MAY, 2009, by W.W. Snider, Vice President of Texas Rover Realty Inc., general partner of Land Rover, Ltd., in the capacity therein stated..



Lynn Swogger  
Notary Public, State of Texas

STATE OF TEXAS        }  
                                     }  
COUNTY OF TARRANT    }

This instrument was acknowledged before me on this 12<sup>th</sup> day of May, 2009, by Edwin S. Ryan Jr., Senior Vice President - Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.



Deborah G. Pearson  
Notary Public, State of Texas

